



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, California 94105

**FINANCIAL SETTLEMENT AGREEMENT AND RELEASE
BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND**

(Name of structure owner(s))

NAVAJO RADIOACTIVE STRUCTURES SITE (the Site)
(site name)

1. This Financial Settlement Agreement and Release ("Agreement") is made between the United States Environmental Protection Agency ("EPA") and _____

("Structure Owner").

2. Structure Owner is/are the sole owner(s) of the structure located on Homesite Lease No. _____
_____ or Grazing Permit No. _____ (the "Property") in the
_____ Chapter in the Navajo Nation within the State of _____. The
structure is further identified as a: _____ Hogan;
_____ Wood Frame Structure;
_____ Modular Home;
_____ Cinder Block House; or
_____ Other described as _____

_____ that is
approximately _____ square feet (the "Structure").

3. As provided in the Time-Critical Removal Action Memorandum for this Site, EPA has determined that a removal action under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA" or "Superfund") is necessary to address actual and threatened releases of hazardous substances, including uranium and its progeny and associated radiation, which may present an imminent and substantial endangerment to the public health or welfare or the environment.

4. The removal action at this Site may include the partial and total demolition of certain contaminated structures, including homes, hogans, and storage units; the removal of contaminated surface soil from residential yards; off-site disposal of all excavated materials; replacement of excavated soil with clean fill and restoration of yards to the extent practicable to

pre-removal conditions by replacing fences, trees and/or shrubs; and replacement of demolished structures or portions of structures or provision of financial compensation to the structure owner for the replacement value of the structure (the "Removal Action" or "Removal Activities").

5. By a written Consent Form, the Structure Owner voluntarily authorized EPA access to conduct the Removal Action described above at the Structure and underlying Property. The Structure Owner agrees to continue to abide by the terms of that Consent Form and to provide EPA and its authorized agents, including its contractors and subcontractors, access to the Property for the completion of all Removal Activities, including confirmation scanning and sampling and a final inspection.

6. Based on its radiological assessments and the evaluation of a structural engineer, EPA determined that it was necessary to completely demolish the Structure.

7. As compensation for the demolished Structure, the Structure Owner has agreed that EPA will provide the Structure Owner a financial settlement in the amount of the replacement value of the materials only of a decent, safe, and sanitary structure, as defined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its implementing regulations ("URA") at 49 Code of Federal Regulations 24.2(a)(8) ("Decent, Safe, and Sanitary").

8. The parties to this Agreement agree that the Structure Owner is therefore entitled to total compensation in the amount of \$_____ ("Financial Settlement"), which is the estimated cost of materials, as provided in the *U.S. EPA's Compensation Offers, Navajo Radioactive Structures Removal Sites* ("Materials"), for EPA to rebuild a comparable-sized house or comparable style of Hogan:

- _____ Log Cabin Model;
- _____ Ceremonial Hogan w/Traditional Dirt Filled Floor;¹
- _____ Ceremonial Hogan w/Concrete Slab Floor; or
- _____ Bed and Breakfast Hogan

9. In consideration of EPA providing the Structure Owner the Financial Settlement, the Structure Owner agrees to release all claims against EPA relating to the destruction of the Structure, including claims for compensation; relocation benefits and expenses under the URA; and reconstruction expenses, if any.

10. Upon receipt of the Financial Settlement, any and all relocation benefits EPA may have offered or provided to the Structure Owner with respect to this Removal Action, whether cash payments, provision of alternate housing, or other benefits, will end.

¹ It is EPA's understanding that the Ceremonial Hogan with the "traditional dirt filled floor" conforms to the traditional and cultural Navajo Nation standards for such ceremonial structures. EPA believes that such structures still comply with the "decent, safe, and sanitary" standard under the URA, because these Ceremonial Hogans are not intended for residential use.

Single Owner

11(a). By signing this Agreement I am representing that I am the sole owner of the Structure and have full authority to enter into this Agreement, and I am not aware of any other person who has an ownership interest in the Structure. By signing this agreement, I also recognize that I will be responsible for defending any disputes or legal claims challenging my status as the sole owner of this Structure. I further understand that if it is determined that another person has a right to share in the compensation I have received under this Agreement, I may have to share my compensation with that person; or

Joint Owners

11(b). By Signing this Agreement we are representing that we are the sole owners of the Structure and have full authority to enter into this Agreement, and are not aware of any other person who has an ownership interest in the Structure. By signing this agreement, we also recognize that we will be responsible for defending any disputes or legal claims challenging our status as the sole owners of this Structure. We further understand that if it is determined that another person has a right to share in the compensation we have received under this Agreement, we may have to share our compensation with that person. The Joint Owners collectively instruct EPA to make out the Financial Settlement check as follows: _____

Structure Owner(s):

Signature: _____

Social Security Number²:

Printed Name: _____

Date: _____

Signature: _____

Social Security Number: _____

Printed Name: _____

Date: _____

United States Environmental Protection Agency

By: _____ Date: _____

Daniel Meer, Assistant Director
Emergency Response, Preparedness & Prevention Branch
Superfund Division
U.S. EPA Region 9

² EPA must have the Structure Owner's social security number in order to issue a check to that individual.